

West Milford Municipal Utilities Authority
Public Notice for the Solicitation of Professional Service Contract for
MUA Operation and Maintenance Services
for the Period of August 1, 2011 through July 31, 2012

Notice is hereby given that sealed submissions will be received by the Administrator of the West Milford Municipal Utilities Authority (the "MUA"), or a designated representative, on May 31, 2011, at 10:00 a.m. prevailing time, 179 Cahill Cross Road, Suite 202, West Milford, New Jersey 07480 then publicly opened and read aloud for MUA Operation and Maintenance Services

Standardized submission requirements and selection criteria are on file and available in the MUA Office, 179 Cahill Cross Road, Suite 202, West Milford, New Jersey 07840. Any persons having questions or to obtain further information should contact Kelly Love at the MUA Office.

Submission packages may be obtained at the MUA Office, (973) 506-7330 during regular business hours, 9:00a.m. to 4:00p.m., Monday through Friday, excluding holidays, or available on-line at the MUA website (www.westmilford/mua.org).

All Professional Service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-3 1 et seq. and N.J.A.C. 17:27 et seq. (Contract Compliance and Equal Employment Opportunities in Public Contracts).

Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership from (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The MUA reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the MUA. The MUA shall award the contract or reject all submission no later than 60 days from receipt of same.

Kelly Love, MUA Administrator

Dated: May 5, 2010

**WEST MILFORD MUNICIPAL UTILITIES AUTHORITY
PUBLIC NOTICE FOR THE SOLICITATION OF
PROFESSIONAL SERVICE CONTRACT FOR OPERATIONS AND MAINTENANCE
SERVICES FROM AUGUST 1, 2011 THROUGH JULY 31, 2012**

The MUA desires to appoint a firm or firms to provide operation and maintenance services to the MUA for full operation and maintenance of all MUA sewer and water facilities. The MUA operates six (6) waste water treatment facilities and nine (9) water facilities within the Township of West Milford. Applicants should demonstrate knowledge and experience with respect to all aspects of sewer and water utility authority operation and maintenance. Any experience or knowledge of matters that directly affect the MUA should be addressed. The successful firm shall comply with all applicable federal, state and local statutes, rules and regulations. In furtherance of such general powers and duties, but without limitation thereto, the MUA Operation and Maintenance services provider qualifications shall include experience in daily operations and maintenance of water and waste water systems and facilities and compliance with monitoring, permitting and reporting requirements. More specifically, the successful bidder shall

- (a) Perform administrative and professional operations and maintenance work pursuant to applicable Federal, State and local laws, rules and regulations and assure full compliance with same;
- (b) Supervise or perform such operations and maintenance work of all MUA facilities and systems as may be required;
- (c) Coordinate with other departments, offices, bureaus, boards or agencies having jurisdiction regarding compliance with any and all Federal, State, local and/or MUA procedures, as may be required;
- (d) Attend business meetings of the MUA unless specifically excused from such attendance in writing;
- (e) Maintain all papers, documents, memoranda, plans, reports and other materials (the "Records") relating to the duties of the Operator; and
- (f) Fulfill such other duties necessary to fulfill said position and authorized by the MUA.

WEST MILFORD MUNICIPAL UTILITIES AUTHORITY
INFORMATION FOR PROFESSIONAL SERVICES ENTITIES
(FAIR & OPEN PUBLIC SOLICITATION PROCESS)

1B. 1 RECEIPT AND OPENING OF SUBMISSIONS

1B.1.1 OWNER AND PROJECT

The West Milford Municipal Utilities Authority, Township of West Milford, County of Passaic, New Jersey (hereinafter referred to as "MUA" or the "OWNER") invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

1B.1.2 TIME AND PLACE OF SUBMISSION OPENINGS

Administrator and/or her designated representative will receive submissions at the time and place mentioned in the Public Notice for Solicitation, and at such time and place will be publicly opened and read aloud.

1B.1.3 SUBMISSIONS NOT IN COMPLIANCE

The Owner may waive any informality or reject any and/or all submissions, in accordance with the *Fair and Open Public Solicitation Process for Professional Service(s)* pursuant to P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 et seq.)

1B.1.4 WITHDRAWING SUBMISSIONS

Submissions forwarded to the MUA Administrator and/or her designated representative before the time of opening of submissions may be withdrawn upon written application of the Professional Services Entity who shall be required to produce evidence showing that they are or they represents the principal or principals involved in the submission. Submissions may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions have been opened, they must remain firm for a period of sixty (60) days.

1B. 2 QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES

1B.2.1 INDIVIDUALS PERFORMING TASKS

Name and roles of the individuals who will perform the tasks and descriptions of their education and experience, including municipal experience, similar to the services contained herein.

1B.2.2 PAST PERFORMANCE

Documented past performance of same and/or similar service.

1B.2.3 REFERENCES

References and record of success of same or similar service.

1B.2.4 DESCRIPTION OF ABILITIES

Description of ability to provide the services in a timely fashion (including staffing familiarity and location of key staff).

1B.2.5 COST DETAILS

Cost details including the hourly rates of each of the individuals who will be performing services and all expenses, as may be applicable.

1B.2.6 TECHNICAL PROCESS AND EQUIPMENT

Description of technical process and equipment used in performing the required tasks.

1B. 3 PREPARATION OF SUBMISSIONS

1B.3.1 COMPLETION OF SUBMISSIONS

Each submission must be provided on a Standardized Submission Form as supplied in the submission package, and signed by the Professional Services Entity or principal thereof and shall contain the name, address, and telephone number of the Professional Services Entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. **Each submission shall be contained in a sealed envelope addressed to MUA, 179 Cahill Cross Road, Suite 202, West Milford, New Jersey 07480 and said envelope shall specify “Operation and Maintenance Services” and shall be clearly marked “Sealed Submission Enclosed” and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.**

The MUA will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to incorrect location.

The Submission shall be accompanied by (1) a Non-Collusion Affidavit; (2) a Disclosure of Ownership Form; (3) an Insurance Requirement Acknowledgement Form; (4) a Mandatory Equal Employment Opportunity Notice Acknowledgement; (5) a copy of the

applicable Business Registration Certificate; (6) a Professional Services Entity Information Form; (7) a Qualifications Submission; and (8) an Acknowledgement of Corrections, Additions or Deletions Form, if any. All forms listed above, (#1 through #8) shall be completed in their entirety.

1.B.3.2 ERRORS IN SUBMISSIONS

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

1B. 4 TIME FOR AWARD OF CONTRACT

The MUA shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case no more than sixty (60) days, except that the submissions of any Professional Services Entities who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed.

The award of the Contract for this service will not be made unless the MUA has certified the necessary funds in a lawful manner.

1B. 5 MODIFICATIONS OF SUBMISSIONS

Any Professional Services Entity may modify its submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The MUA, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction from or other modification so that the MUA will not know the final price(s) or term(s) until the sealed submission is opened.

1B. 6 REJECTION OF SUBMISSIONS

1B.6.1 MULTIPLE SUBMISSIONS NOT ALLOWED

More than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names for the same professional service shall not be considered.

1B.6.2 UNBALANCED SUBMISSIONS

Submissions, which are obviously unbalanced, may be rejected at the option of the Owner.

1B.6.3 RIGHT TO REJECT SUBMISSIONS

The right is reserved to reject any or all submissions in whole or in part if not in compliance with the standardized submission requirements.

1B.6.4 METHOD OF AWARD OF SUBMISSIONS

The right is reserved by the MUA to award submissions on a *“service by service”* basis, *“per project”* basis, *in part or in whole* as determined by the MUA.

1B.6.5 RIGHT TO WAIVE INFORMALITIES RESERVED

The MUA expressly reserves the right to waive any informality in any submission, and to accept the submission, which in the Owner’s judgment serves its best interests.

1B.7 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS

The attention of the Professional Services Entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

1B.8 PAYMENT

It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted no later than the two (2) weeks prior to the MUA monthly meeting.

1B.9 TRANSITIONAL PERIOD

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the Professional Services Entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract, unless agreed to by the parties in writing.

1B.10 NO FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION

Under no circumstances, on submission documents requiring authorized signatures, will the Owner accept documents provided through facsimile machines.

1B.11 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

Professional Services Entities are required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27 *et seq.*

1B.12 GENERAL REQUIREMENTS/INFORMATION

The Professional Services Entity shall guarantee any or all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the Professional Services Entity.

It is understood by the Professional Services Entity that this submission is provided on the basis of standardized submission requirements prepared by MUA and the fact that any Professional Services Entity is not familiar with these standardized submission requirements or conditions will not be accepted as an excuse.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

MUA reserves the right to cancel any contract entered into upon thirty (30) days written notice.

Contract Term: Pursuant to N.J.S.A. 40A:11-3(b), ...”contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (N.J.S.A. 40A: 11-5) may be awarded for a period not exceeding twelve (12) consecutive months”.

This solicitation is for a one (1) year contract for services, from August 1, 2011 through July 31, 2012.

CHECKLIST

PROFESSIONAL SERVICE TITLE:

SUBMISSION DATE: No later than May 31, 2011 at 10:00 a.m. prevailing time.

The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:

- Non-Collusion Affidavit
- Disclosure of Ownership Form
- Insurance Requirement Acknowledgement Form
- Mandatory Equal Employment Opportunity Notice Acknowledgement.....
- Copy of your Business Registration Certificate (as issued by the State of New Jersey,
Department of Treasury, Division of Revenue)
- Professional Service Entity Information Form
- Qualifications Submission Form
- Acknowledgement of Corrections, Additions or Deletions Form

Reminder:

Please submit one (1) original and two (2) additional copy of the sealed submission.

WEST MILFORD MUNICIPAL UTILITIES AUTHORITY

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
: SS.

COUNTY OF _____ :

_____ of the _____, in the County of _____ and the State of
New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ (title) of the firm of _____

the Professional Service Entity making the submission for the above named Service, and that I executed the said submission with full authority to do so; that said Professional Service Entity has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the MUA relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said Service.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except *bona fide* employees or *bona fide* establish, commercial or selling agencies maintained by:

Name of Professional Service Entity

Signature of Professional

Print name / title of Professional

Subscribed and sworn to before me this _____ day
of _____, 2011

Notary Public, State of New Jersey

My commission expires _____

WEST MILFORD MUNICIPAL UTILITIES AUTHORITY
DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that “no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting forth the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership”.

1. If the Professional Service Entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the Professional Service Entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If the Professional Service Entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing he submission:

NAME:	ADDRESS:
_____	_____
_____	_____
_____	_____

II. No Stockholder or Partner owns 10% or more of the company providing this submission:

SIGNATURE: _____ DATE: _____

Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

- | | |
|-----------------------------------|-----------------------------------|
| ___ Limited Partnership | ___ Limited Liability Corporation |
| ___ Limited Liability Partnership | ___ Subchapter S Corporation |

SIGNATURE: _____ DATE: _____

**WEST MILFORD MUNICIPAL UTILITIES AUTHORITY
INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

Certificate(s) of Insurance shall be filed with the MUA Office upon award of contract by the MUA.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

Acknowledgement of Insurance Requirement:

(Signature) (Date)

Print name / title

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affect ional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affect ional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affect ional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affect ional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affect ional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable

Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affect ional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information Report Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful Professional Service Entity's requirement to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27 *et seq.*

The successful Professional Service Entity shall submit to the MUA, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(a) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 *et seq.*;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the MUA to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 *et seq.*

The successful Professional Service Entity may obtain the Employee Information Report (AA302) from the MUA during normal business hours.

The successful Professional Service Entities must submit the white and canary copies of the AA302 (Employee Information Report) to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The pink *Public Agency* copy is submitted to the MUA, and the gold *Vendor* copy is retained by the Professional Service Entity.

The undersigned Professional Service Entity certifies that he/she/it is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27 *et seq.* and agrees to furnish the required forms of evidence.

The undersigned Professional Service Entity further understands that his/her/its submission shall be rejected as non-responsive if said Professional Service Entity fails to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27 *et seq.*

Company: _____

Signature: _____

Printed Name/Title: _____

Date: _____

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the MUA (hereafter "Owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. § 12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

The MUA does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

PROOF OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

N.J.S.A. 52:32-44 requires that each bidder submit proof of New Jersey Business Registration with its bid proposal. All business organizations that do business with a local contracting agency (i.e. MUA) are required to be registered with the State of New Jersey, Department of Treasury, Division of Revenue, and provide proof of that registration to the contracting agency at the time any submission is received. "Business Organization" means an individual, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof.

The law provides that: A copy of the Business Registration Certificate issued by the NJ Department of Treasury, Division of Revenue shall be provided at the time any submission is received; *failure to do so is a fatal defect that cannot be cured.* This law covers construction as well as non-construction submissions.

Further information may be obtained by visiting the following web site at the State of New Jersey: www.nj.gov/treasury/revenue/busregcert.htm

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none were used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates, that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

WEST MILFORD MUNICIPAL UTILITIES AUTHORITY
PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an INDIVIDUAL, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____

Social Security No.: _____

Fax No.: _____

E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____

Telephone No.: _____



If the Professional Service Entity is a PARTNERSHIP, give the following information:

Name of
Partners: _____

Firm Name: _____

Address:

Telephone No.: _____

Federal I.D. No.: _____

Fax No.: _____

E-Mail: _____

Social Security No.: _____

Signature of authorized agent: _____

If the Professional Service Entity is INCORPORATED, give the following information:

State under whose laws incorporated:

Location of principal office:

Telephone No.: _____

Federal I.D. No.: _____

Fax No.: _____

E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____

Name of Corporation: _____

Signature:

By: _____

Title:

Address:

WEST MILFORD MUNICIPAL UTILITIES AUTHORITY

QUALIFICATIONS SUBMISSION FORM

Note: Attach additional sheets as necessary.

- 1. Names and roles of the individuals who will perform the services and description of their education, municipal or utility authority experience and experience with projects similar to the services contained herein including their education, degrees and certifications:**

- 2. References and record of success of same or similar service:**

- 3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):**

4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:

5. Description of technical process and equipment used in performing the services.

6. Ability to accommodate attendance at any requested meetings of the West Milford MUA.

Firm _____ Date: _____

Signature: _____ Title: _____

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____ of the firm _____
hereby acknowledge that any corrections, additions and/or deletions have been initialed and
dated in this Submission Package.

(Signature)

(Type or Print name of affiant and Title, under signature)

(Date)

End of Submission Package